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FILED Superior Court, County of San Bernardino, Rancho Cucamonga District, February 02, 2009

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

THE PEOPLE OF THE STATE OF CALIFORNIA, by and through the California Corporations Commissioner,

Plaintiff,

v.

JUDY SALTER, individually and doing business as INSTANT CASH, and DOES 1 through 10, Inclusive.

Defendants

)CASE NO.: CIVRS803214
)
) [Assigned to Hon. Keith D. Davis, Department R6]
)
) Action Filed: April 7, 2008
)
)

[PROPOSED] FINAL JUDGMENT FOR PERMANENT INJUNCTION AGAINST JUDY SALTER PURSUANT TO STIPULATION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD

Plaintiff, People of the State of California, by and through the California Corporations Commissioner (“Commissioner”), and Defendant, Judy Salter, individually and doing business as Instant Cash (“Defendants”), having stipulated that a final judgment be entered for the issuance of a permanent injunction against Judy Salter, individually and doing business as Instant Cash, her

1 officers, agents, employees, representatives, and all persons acting in concert or participating with
2 them,

3 IT IS HEREBY ADJUDGED, ORDERED, AND DECREED:

4 A. Defendants Judy Salter, individually and doing business as Instant Cash, and each of
5 them, and their officers, agents, employees, representatives, and all persons acting in concert or
6 participating with them, are permanently restrained and enjoined from engaging in or performing,
7 directly or indirectly, any and all of the acts as set forth in this complaint, including:

8 (1) Violating California Financial Code § 23035 (c)-(e) by failing to enter into written
9 agreements with deferred deposit customers; failing to provide written notices to customers as
10 required under this section; failing to conspicuously post notices in view of the public with letters at
11 least one-half inch in height; and using agreements that that are not in compliance with the provisions
12 of this section.

13 (2) Violating California Financial Code § 23027 (b) by posting advertisements that do not
14 contain the statutorily required disclosures under California Financial Code § 23027 (b).

15 (3) Violating California Code of Regulations, title 10, § 2025 (b) by failing to provide
16 quarterly balance sheets demonstrating that Instant Cash maintains a minimum net worth under
17 California Financial Code § 23007.

18 (4) Violating California Code of Regulations, title 10, § 2025 (c)(1) by failing to maintain
19 evidence of checks for all loan files.

20 (5) Violating California Financial Code § 23037 (f) by engaging in any unfair, unlawful,
21 or deceptive conduct, or make any statement that is likely to mislead in connection with the business
22 of deferred deposit transactions, including using a written agreement that requires the customer to
23 agree to terms and conditions in the agreement that are not disclosed to the customer.

24 (6) Violating any order issued by the Commissioner against defendants or any of them,
25 including, but not limited to, the Desist and Refrain Order described in the Complaint.

26 (7) Destroying, mutilating, concealing, altering, transferring or otherwise disposing of, in
27 any manner, any books, records, documents, correspondence, brochures, manuals, or other
28 documents of any kind relating to the deferred deposit business in the possession, custody or control

1 of any of the defendants until further order of this Court.

2 B. The Court shall retain jurisdiction of this action in order to implement and enforce the
3 terms of this Final Judgment and entertain any suitable application or motion for additional relief or
4 modification of any order made herein within the jurisdiction of the Court.

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7 Dated: _____

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11 **JUDGE OF THE SUPERIOR COURT**

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